

SUBMISSION TO ARBITRATION OF CERTAIN CLAIMS OF NORWEGIAN SUBJECTS

Special agreement signed at Washington June 30, 1921

Senate advice and consent to ratification July 27, 1921

Ratified by Norway July 28, 1921

Ratified by the President of the United States August 10, 1921

Ratifications exchanged at Washington August 22, 1921

Entered into force August 22, 1921

Proclaimed by the President of the United States August 24, 1921

Terminated October 13, 1922¹

42 Stat. 1925; Treaty Series 654

The United States of America and His Majesty the King of Norway, desiring to settle amicably certain claims of Norwegian subjects against the United States arising, according to contentions of the Government of Norway, out of certain requisitions by the United States Shipping Board Emergency Fleet Corporation;

Considering that these claims have been presented to the United States Shipping Board Emergency Fleet Corporation and that the said corporation and the claimants have failed to reach an agreement for the settlement thereof;

Considering, therefore, that the claims should be submitted to arbitration conformably to the Convention of the 18th of October, 1907,² for the pacific settlement of international disputes and the Arbitration Convention concluded by the two Governments April 4, 1908,³ and renewed by agreements dated June 16, 1913,⁴ and March 30, 1918,⁵ respectively;

Have appointed as their plenipotentiaries, for the purpose of concluding the following Special Agreement;

The President of the United States of America: Charles E. Hughes, Secretary of State of the United States; and

¹ Upon rendition of award in favor of Norway (see S. Doc. 288, 67th Cong., 4th sess.). Payment was authorized from appropriation for Shipping Board claims by a joint resolution approved Feb. 20, 1923 (42 Stat. 1280).

² TS 536, *ante*, vol. 1, p. 577.

³ TS 499, *ante*, p. 452.

⁴ TS 589, *ante*, p. 454.

⁵ TS 632, *ante*, p. 461.

His Majesty the King of Norway: Mr. Helmer H. Bryn, His Envoy Extraordinary and Minister Plenipotentiary at Washington;

Who, after having communicated to each other their respective full powers, found to be in good and due form, have agreed on the following articles:

ARTICLE I

The Arbitral Tribunal shall be constituted in accordance with Article 87 (Chapter IV) and Article 59 (Chapter III) of the said Convention of October 18, 1907, except as hereinafter provided, to wit:

One arbitrator shall be appointed by the President of the United States, one by His Majesty the King of Norway, and the third, who shall preside over the Tribunal, shall be selected by mutual agreement between the two Governments. If the two Governments shall not agree within one month from the date of the exchange of ratifications of the present Agreement in naming such third arbitrator, then he shall be named by the President of the Swiss Confederation, if he is willing.

The tribunal shall examine and decide the aforesaid claims in accordance with the principles of law and equity and determine what sum if any shall be paid in settlement of each claim.

The tribunal shall also examine any claim of Page Brothers, American citizens, against any Norwegian subject in whose behalf a claim is presented under the present Agreement, arising out of a transaction on which such claim is based, and shall determine what portion of any sum that may be awarded to such claimant shall be paid to such American citizens in accordance with the principles of law and equity.

ARTICLE II

As soon as possible, and within five months from the date of the exchange of ratifications of the present Agreement, each Party shall present to the agent of the other Party, two printed copies of its case (and additional copies that may be agreed upon) together with the documentary evidence upon which it relies. It shall be sufficient for this purpose if such copies and documents are delivered at the Norwegian Legation at Washington or at the American Legation at Christiania, as the case may be, for transmission.

Within twenty days thereafter, each Party shall deliver two printed copies of its case and accompanying documentary evidence to each member of the Arbitral Tribunal, and such delivery may be made by depositing these copies within the stated period with the International Bureau at The Hague for transmission to the Arbitrators.

After the delivery on both sides of such printed case, either Party may present, within three months after the expiration of the period above fixed for the delivery of the case to the agent of the other Party, a printed counter-case (and additional copies that may be agreed upon) with documentary

evidence, in answer to the case and documentary evidence of the other Party, and within fifteen days thereafter, as above provided, deliver in duplicate such counter-case and accompanying evidence to each of the Arbitrators.

As soon as possible and within one month after the expiration of the period above fixed for the delivery to the agents of the counter-case, each Party shall deliver in duplicate to each of the Arbitrators and to the agent of the other Party a printed argument (and additional copies that may be agreed upon) showing the points relied upon in the case and counter-case, and referring to the documentary evidence upon which it is based. Delivery in each case may be made in the manner provided for the delivery of the case and counter-case to the Arbitrators and to the agents.

The time fixed by this Agreement for the delivery of the case, counter-case, or argument, and for the meeting of the Tribunal, may be extended by mutual consent of the Parties.

ARTICLE III

The Tribunal shall meet at The Hague within one month after the expiration of the period fixed for the delivery of the printed argument as provided for in Article II.

The agents and counsel of each Party may present in support of its case oral arguments to the Tribunal, and additional written arguments, copies of which shall be delivered by each Party in duplicate to the Arbitrators and to the agents and counsel of the other Party.

The Tribunal may demand oral explanations from the agents of the two Parties as well as from experts and witnesses whose appearance before the Tribunal it may consider useful.

ARTICLE IV

The decision of the Tribunal shall be made within two months from the close of the arguments on both sides, unless on the request of the Tribunal the Parties shall agree to extend the period. The decision shall be in writing.

The decision of the majority of the members of the Tribunal shall be the decision of the Tribunal.

The language in which the proceedings shall be conducted shall be English.

The decision shall be accepted as final and binding upon the two Governments.

Any amount granted by the award rendered shall bear interest at the rate of six per centum per annum from the date of the rendition of the decision until the date of payment.

ARTICLE V

Each Government shall pay the expenses of the presentation and conduct of its case before the Tribunal; all other expenses which by their nature are

a charge on both Governments, including the honorarium for each arbitrator, shall be borne by the two Governments in equal moieties.

ARTICLE VI

This Special Agreement shall be ratified in accordance with the constitutional forms of the contracting parties and shall take effect immediately upon the exchange of ratifications, which shall take place as soon as possible at Washington.

IN WITNESS WHEREOF, the respective plenipotentiaries have signed this Special Agreement and have hereunto affixed their seals.

Done in duplicate at Washington this 30th day of June, 1921.

CHARLES E. HUGHES [SEAL]

HELMER H. BRYN [SEAL]